

REMARKS

Administrative Overview

In the Office Action mailed on November 12, 2009, claims 1–3, 5–25, 27–47, and 49–66 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,878,403 (hereinafter “DeFrancesco”) in light of U.S. Patent Appl. Publ. No. 2003/0191714 (hereinafter “Norris”). Claims 4, 26, and 48 were rejected under 35 U.S.C. § 103(a) as being unpatentable over DeFrancesco in view of Norris in further view of U.S. Patent Appl. Publ. No. 2003/0023528 (hereinafter “Wilce”).

Claims 1–5, 7–13, 15–17, 20–23, and 45 have been amended. Support for the amendments may be found, for example, in the application and claims as originally filed. We respectfully traverse the rejections in the order in which they were presented and request reconsideration of the claims in light of the preceding amendments and the arguments below.

Rejection of Claims 1–3, 5–25, 27–47, and 49–66 over DeFrancesco in view of Norris

After amendment, there are three independent claims pending in this case: independent claim 1, independent claim 23, and independent claim 45. All three of these independent claims were rejected as unpatentable over DeFrancesco in view of Norris. We respectfully disagree.

For the Office to demonstrate a prima facie case of obviousness under 35 U.S.C. § 103, the supporting prior art references when combined must teach or suggest all of the limitations of the claim at issue. See MPEP § 2143. As discussed below, neither DeFrancesco nor Norris, taken individually or in combination, teach or suggest all of the elements of the independent claims as amended. Therefore, these three independent claims are patentable over DeFrancesco in view of Norris. As these three independent claims are patentable over DeFrancesco and Norris, so are the remaining claims that depend therefrom.

Amended independent claim 1 recites, in part:

“a server for providing an electronic contract between at least said applicant and a selected one of said plurality of funding sources using at least some information from said credit application; and

a hosted vault for storing, retrieving and maintaining the integrity of said electronic contract by digitally signing, encrypting and embedding an approval token in said electronic contract, thereby providing irrevocable proof of the authenticity of said electronic contract.”

(emphasis added). Amended independent claims 23 and 45 include similar limitations.

DeFrancesco discusses a credit application and routing system having data input capabilities for selectively receiving credit application data and routing capabilities for selectively forwarding the credit application data to remote funding sources and selectively forwarding funding decision data from the funding sources to the respective applicants. See DeFrancesco at Abstract.

However, each of the independent claims, as amended, requires storing, retrieving and maintaining the integrity of an electronic contract using a storage medium by digitally signing, encrypting and embedding an approval token in the electronic contract, thereby providing irrevocable proof of the authenticity of said electronic contract. DeFrancesco clearly fails to satisfy this limitation, and Norris fails to remedy this deficiency.

Norris concerns methods and apparatus for processing financial transactions such as loans, the opening of savings and checking accounts, issuing credit and debit cards, and wire transfers. See Norris at Abstract. In one embodiment, the Norris system permits a user to sign, e.g., a loan agreement, using an electronic signature pad and copies of the agreements with the electronic signature are printed out. See Norris at [0017], [0046]. According to Norris, loan or credit documentation can be stored electronically in a kiosk or transmitted by modem to a transaction processor. See Norris at [0046].

However, neither DeFrancesco nor Norris teaches or suggests either the problem of maintaining the integrity of an electronic contract or a solution for that problem that proves the authenticity of that electronic contract. As is discussed in our application, a purchaser of such an electronic contract may not have the same rights as the initial lender unless special requirements are met for creating and storing the electronic contract and tracking changes in the ownership of that contract. See Application at 47–48. Embodiments of the present invention address this issue by leveraging digital signature, encryption and hashing algorithms to generate an “approval token” that includes audit information and other signer data and is embedded in the electronic contract. See Application at 59. With this embedded token, the authenticity of the contract and audit trail can be verified at any time. See Application at 59.

Accordingly, amended independent claim 1 requires “a hosted vault for storing, retrieving and maintaining the integrity of said electronic contract by digitally signing, encrypting and embedding an approval token in said electronic contract, thereby providing

irrevocable proof of the authenticity of said electronic contract” and amended independent claims 23 and 45 include similar limitations.

As neither DeFrancesco nor Norris teaches or suggests the limitation at issue, either by themselves or in combination, amended independent claims 1, 23, and 45 are patentable over DeFrancesco and Norris, and the claims that depend therefrom are likewise patentable because they depend on a patentable base claim, and may also have additional patentable features. Therefore, we request the withdrawal of this rejection.

Rejection of Claims 4, 26, and 48 over DeFrancesco in view of Norris in further view of Wilce

Claims 4, 26, and 48 are rejected under 35 U.S.C. § 103(a) as unpatentable over DeFrancesco in view of Norris in further view of Wilce. As discussed above, each of these rejected claims depends from a patentable base claim, i.e., independent claims 1, 23, and 45 respectively, and is therefore patentable as well. Accordingly, we request the withdrawal of this rejection.

CONCLUSION

In light of the foregoing, we respectfully submit that each of the pending claims is in condition for allowance. Accordingly, we respectfully request reconsideration, withdrawal of all grounds of rejection, and the allowance of all pending claims in due course.

If the Examiner believes that a telephone conversation with the Applicants' attorney would be helpful in expediting the allowance of this application, the Examiner is invited to call the undersigned at the number identified below.

Respectfully submitted,

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